

EXHIBIT 1



December 29, 2017

NOTICE OF DEFAULT AND DEMAND FOR PAYMENT IN FULL

Via Certified Mail and First Class Mail

Ralph M. Hullett
113 S. Thompson St.
New Buffalo, Michigan 49117

RE: Notice of Default and Demand for Payment In Full under Loan and Security Documents (collectively, the "Loan Documents") between Home and Land Finance, LLC ("H&L" or "Bank") and Ralph M. Hullett ("Hullett" or "Borrower").

Dear Mr. Hullett:

Plunkett Cooney has been retained to represent Home and Land Finance, LLC with respect to your home loan. As you know, your loan is in default and has been for quite some time. I understand that not only have you failed to make payments on the loan, you have also failed to pay real property taxes for many years. This is a serious issue and it requires H&L to make protective advances by paying your real property taxes for you in order to save your home from tax foreclosure. As it stands now, your home will be lost to tax foreclosure if you do not pay the 2015 real property taxes prior to March 2018. Of course, 2016 and 2017 are outstanding as well. Unfortunately, H&L can no longer let these defaults continue.

On July 3, 2007, you entered into a Balloon Note in favor of Austin Mortgage Company, LLC ("Austin Mortgage"), in the original principal amount of \$165,000.00 (the "Note"). To secure the Note, you executed a Mortgage dated July 3, 2007, recorded on July 12, 2007 at Liber 2800, Page 1112, Berrien County Register of Deeds (the "Mortgage"), and covering the real property and improvements located at 113 S. Thompson, New Buffalo, Michigan 49117 (the "Property"). The Note and Mortgage were assigned by Austin Mortgage to H&L just a few days later on July 9, 2007 and an Assignment of Mortgage naming H&L as the current mortgage holder was recorded on July 12, 2007 at Liber 2800, Page 1122, in the Berrien County Register of Deeds. My records also show that the purpose of the Note was to redeem the Property from a previous foreclosure that was initiated against you in early 2007.

ATTORNEYS & COUNSELORS AT LAW

325 E. Grand River Avenue, Suite 250 • East Lansing, MI 48823 • T: (517) 333-6598 • F: (517) 333-6694 • plunkettcooney.com

HLF-0139

Page 2
December 29, 2017

As mentioned above, you have defaulted under the Loan Documents. Your defaults include, but are not limited to, failure to make the regularly scheduled payments in a timely manner, failure to pay the Note in full at maturity, and failure to pay real property taxes in a timely manner (collectively, the "Specified Defaults"). Because of the Specified Defaults, H&L has retained this office to enforce the Loan Documents, if necessary. Pursuant to the Loan Documents, you have **30 days** from the date of this notice to cure the Specified Defaults and I would encourage you to do so immediately.

As of December 9, 2017, the amount owing is as follows:

Principal:	\$165,131.85
Interest:	\$232,471.24
<u>Property Taxes Advanced:</u>	<u>\$11,391.49</u>
Amount Due:	\$408,994.58

plus all interest accruing after that date, any prepayment premiums or other fees as provided for in the Loan Documents, and all expenses and attorneys' fees incurred by H&L (the "Indebtedness").

Demand is made that you pay H&L this amount **on or before January 28, 2018, at 4:00 p.m. local time**. Payment should be made to the following address:

Home and Land Finance, LLC
Attn: Peter Cronk
325 E. Grand River Ave., Suite 250
East Lansing, Michigan 48823

Please note that the balance due as set forth in this letter is subject to final review and audit by H&L. You should contact Doug Barcy at 517.256.4835 for verification of the total amount due on the Loan Documents before making final payment. Failure to pay the Indebtedness on or before January 28, 2018, may lead to H&L filing a suit against you and/or foreclosure on the Property. Please also note that you have the right to bring an action against H&L asserting you are not in default under the Loan Documents or to bring any other defense.

H&L expressly reserves the right to exercise any and all rights and remedies provided under the Loan Documents and applicable law at any time. H&L's failure to immediately exercise such rights and remedies is not a waiver or modification of those

Page 3
December 29, 2017

rights, an offer of forbearance of any kind, and should not be construed by you as any forbearance on the part of H&L.

Very truly yours,

PLUNKETT COONEY

Peter D. Cronk
Direct Dial: 517.324.5611
pcronk@plunkettcooney.com

PDC/llr

cc: Doug Barcy, Home and Land Finance, LLC

Open.26756.74224.19545388-1

HLF-0141